IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO. 1787 OF 2003

IN

SUIT NO. 4578 OF 2000

I.M.S. National Pet & Ors. .. Plaintiffs.

vs.

Shri Sunil V. harkhada .. Defendants.

Mr. J.S. Chandani for plaintiffs.

Mr. M.G. Barve for Defendants.

Mr. S.N. Kadam, 2nd Asstt. to Court Receiver present.

CORAM : S.U. KAMDAR,J.

DATE : 9th FEBRUARY, 2005.

P.C.

1. The present application has been taken out for waiver of the ad-hoc royalty amount and discharge from execution of the agency agreement and undertaking pursuant to the direction of the Court Receiver in a meeting on 26.6.2001. In my view, the present chamber summons is totally an abuse of the process of law and per se frivolous. By an order

dated 11.12.2003 passed on the Court Receiver's report dated 4.12.2003, the learned Single Judge has directed the applicant to make payment of the royalty amount fixed at Rs. 5,000/- per month from 20.11.2000 till date. It was further directed that the plaintiffs should execute necessary agency agreement as an agent of the Court Receiver. Inspite of the aforesaid directions dated 11.12.2003, not a single paisa has been paid towards the ad-hoc royalty amount which is starting from 20.11.2000. Furthermore, even there is a refusal to execute agency agreement with the Court Receiver. The present chamber summons has been taken out on the ground that the plaintiff is unable to make payment of the royalty amount because of the business was not carried out. I am not inclined to entertain the aforesaid argument for two reasons. Firstly, once there is an order of this Court then the plaintiffs have to comply with the same and cannot by way of chamber summons seek to defeat the order passed by this Court. Secondly, in any event, the present amount fixed is only an ad-hoc royalty. Unless the final royalty is fixed by the Court, no relief can be granted in the present chamber summons. Apart from the above position in law, the plaintiffs are also not executing the agency agreement and giving necessary undertaking. In view thereof, I direct the plaintiffs to execute the necessary agency agreement and give undertaking as

per the directions of the Court Receiver within a period of two weeks from today. It is made clear that if there is a default in respect thereof, necessary steps and action will be initiated against the plaintiffs herein. Chamber Summons dismissed accordingly. No order as to costs.